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AZ CORP COMMISSION
DOCKET CONTROL

VIA OVERNIGHT MAIL

Advice No. T-08-05

October 23, 2008

Arizona Corporation Commission
1200 West Washington
Phoenix, AZ 85007

Re: Teleport Communications Group, Inc.
Docket No. T-03016A-97-0463

Enclosed for filing are an original and thirteen (13) copies of revisions to TCG Phoenix A.C.C. No. 1 Tariff. (Teleport Communications Group, Inc. (TCG) is a wholly-owned subsidiary of AT&T.) The purpose of this filing is to revise billing and collections language.

The requested effective date of this filing is November 24, 2008.

The following tariff pages are included with this filing:

<u>Section</u>	<u>Page</u>	<u>Revision</u>
2	44	1 st
2	44.1	Original
2	44.2	Original

So that our records will be complete, please return one copy of the enclosed tariff sheets bearing the stamp of the Commission to Mary Anne Allen in the enclosed stamped, self-addressed envelope.

If you have any questions, please call me at 775-333-3991.

Sincerely,

Janice L. Ono
Janice L. Ono *By SAH w/ permission*

Enclosures

Arizona Corporation Commission
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2.14 Disputed Bills

1. Any Customer who disputes a portion of a bill rendered for Company service shall pay the undisputed portion of the bill and provide written notice to the Company that such unpaid amount is in dispute prior to the delinquent date of the bill. Unless such notice is received in the timely fashion indicated above, the bill statement shall be deemed to be correct and payable in full by the Customer. (T)

Upon receipt of the Customer notice of dispute, the Company shall: (T)

- a) Notify the Customer within five working days of the receipt of a written dispute notice. (T)
- b) Initiate a prompt investigation as to the source of the dispute. (T)
- c) Withhold disconnection of service until the investigation is completed and the Customer is informed of the results. (T)
- d) Once the Customer has received the results of the Company's investigation, the Customer shall submit payment within five working days to the Company for any disputed amounts. Failure to make full payment shall be grounds for termination of service. Prior to termination the Company shall inform the Customer of his right of appeal to the Commission. (T)
- e) In the event a Customer and Company cannot resolve a service and/or bill dispute, the Customer shall file a written statement of dissatisfaction with the Commission; by submitting such notice to the Commission, the Customer shall be deemed to have filed an informal complaint against the Company. (T)
- f) The Company may implement normal termination procedures if the Customer fails to pay all bills rendered during the resolution of the dispute by the Commission. (T)
- g) If the Company sustains the charges after investigating the dispute, the applicable Late Payment Charges will apply and shall be deemed correct and binding on the Customer. If, alternatively, the Company credits the charges after investigating the dispute, the Late Payment Charge will not apply. (N)

2.14 Disputed Bills (Cont'd)

(N)

2. In the event of a billing dispute for dedicated and switched access services, the written notice of dispute provided by the Customer to the Company shall include written documentation to support its claim for incorrect billing. Sufficient written documentation consists of the following information, where such information is relevant to the dispute:

a. Dedicated Access

- A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in tariff; facility not ordered; service not received)
- The account number under which the bill was rendered
- The date of the bill
- The invoice number
- The circuit number, line number, trunk group number, Two-Six Code (TSC), end office or tandem identification, or other appropriate facility identification
- The exact dollar amount in dispute
- The universal service order code(s) (USOCs) associated with the service
- The Purchase Order Number(s) and dates involved for disputes involving order activity
- Details sufficient to identify the specific amount(s) and item(s) in dispute
- The name of the person responsible for the Customer's dispute
- Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth, preceding.

(N)

2.14 Disputed Bills (Cont'd)

(N)

b. Switched Access

- A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (*e.g.*, nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (*e.g.*, monthly rate billed not same as in tariff; facility not ordered; service not received)
- The account number under which the bill was rendered
- The date of the bill
- The invoice number
- The exact dollar amount in dispute
- Call Detail Records (CDRs)
- The universal service order code(s) (USOCs) and/or rate element associated with the service
- Details sufficient to identify the specific amount(s) and item(s) in dispute
- The name of the person responsible for the Customer's dispute
- Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth, preceding.

3. In the event that the Customer disputes all or part of the billed amounts, and the Customer pays the total billed amount and the dispute is resolved in favor of the Customer, the Company will refund any overpayment. In addition, the Company will pay to the Customer penalty interest on the overpayment. When a claim is filed within ninety (90) days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than ninety (90) days after the due date, the penalty interest period shall begin on the date of the claim or the date of overpayment, whichever is later.

The penalty interest period shall end on the date that the Company actually renders the overpayment to the Customer. The penalty interest rate shall be the rate set forth in 2.6, preceding.

(N)